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11 UNITED STATES OF AMERICA

12  
13 **UNITED STATES DISTRICT COURT**  
14 **CENTRAL DISTRICT OF CALIFORNIA**  
15 **WESTERN DIVISION**

16 UNITED STATES OF AMERICA,  
17  
18 Plaintiff,  
v.  
19 SOUTHERN CALIFORNIA  
EDISON COMPANY, et al.,  
20  
21 Defendants.

Case No. 2:23-cv-07254-FLA-AJR

DISCOVERY MATTER

~~PROPOSED~~ **STIPULATED  
PROTECTIVE ORDER**

Honorable A. Joel Richlin  
United States Magistrate Judge

1     **1. GENERAL**

2           1.1   Purposes and Limitations. Discovery in this action is likely to involve  
3 production of confidential, proprietary, or private information for which special  
4 protection from public disclosure and from use for any purpose other than prosecuting  
5 this litigation may be warranted. Accordingly, the parties hereby stipulate to and  
6 petition the Court to enter the following Stipulated Protective Order. The parties  
7 acknowledge that this Order does not confer blanket protections on all disclosures or  
8 responses to discovery and that the protection it affords from public disclosure and  
9 use extends only to the limited information or items that are entitled to confidential  
10 treatment under the applicable legal principles. The parties further acknowledge, as  
11 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle  
12 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13 procedures that must be followed and the standards that will be applied when a party  
14 seeks permission from the court to file material under seal.

15           1.2   Good Cause Statement.

16           This action is likely to involve financial, technical, proprietary, and/or trade  
17 secret information for which special protection from public disclosure and from use  
18 for any purpose other than prosecution of this action is warranted. Such confidential  
19 and proprietary materials and information consist of, among other things, trade  
20 secrets, confidential business or financial information; personally identifying  
21 information about witnesses, including dates of birth, social security numbers,  
22 driver's license numbers, home addresses, and phone numbers; and information  
23 otherwise generally unavailable to the public, such as images of law enforcement  
24 officers, or which may be privileged or otherwise protected from disclosure under  
25 state or federal statutes, court rules, case decisions, or common law. Accordingly, to  
26 expedite the flow of information, to facilitate the prompt resolution of disputes over  
27 confidentiality of discovery materials, to adequately protect information the parties  
28 are entitled to keep confidential, to ensure that the parties are permitted reasonable

necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and to serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

## **2. DEFINITIONS**

2.1 Action: This pending federal lawsuit, captioned *United States of America v. Southern California Edison Company, et al.*, United States District Court, Central District of California, Case No. 2:23-cv-07254-FLA-AJR.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY."

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

1           2.7   Expert: a person with specialized knowledge or experience in a matter  
2   pertinent to the litigation who has been retained by a Party or its counsel to serve as  
3   an expert witness or as a consultant in this Action.

4           2.8   House Counsel: attorneys who are employees of a party to this Action.  
5   House Counsel does not include Outside Counsel of Record or any other outside  
6   counsel.

7           2.9   Non-Party: any natural person, partnership, corporation, association, or  
8   other legal entity not named as a Party to this action.

9           2.10 Outside Counsel of Record: attorneys who are not employees of a party  
10   to this Action but are retained to represent or advise a party to this Action and have  
11   appeared in this Action on behalf of that party or are affiliated with a law firm that  
12   has appeared on behalf of that party, including support staff.

13          2.11 Party: any party to this Action, including all of its officers, directors,  
14   employees, consultants, retained experts, and Outside Counsel of Record (and their  
15   support staffs).

16          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
17   Discovery Material in this Action.

18          2.13 Professional Vendors: persons or entities that provide litigation support  
19   services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20   demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21   and their employees and subcontractors.

22          2.14 Protected Material: any Disclosure or Discovery Material that is  
23   designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
24   ONLY.”

25          2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
26   from a Producing Party.

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1     **3.     SCOPE**

2             The protections conferred by this Stipulation and Order cover not only  
3     Protected Material (as defined above), but also (1) any information copied or extracted  
4     from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
5     Protected Material; and (3) any testimony, conversations, or presentations by Parties  
6     or their Counsel that might reveal Protected Material, other than during a court  
7     hearing or at trial.

8             Any use of Protected Material during a court hearing or at trial shall be  
9     governed by the orders of the trial judge. This Order does not govern the use of  
10    Protected Material during a court hearing or at trial.

11    **4.     DURATION**

12            Even after final disposition of this litigation, the confidentiality obligations  
13    imposed by this Order shall remain in effect until a Designating Party agrees  
14    otherwise in writing or a court order otherwise directs. Final disposition shall be  
15    deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
16    or without prejudice; and (2) final judgment herein after the completion and  
17    exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
18    including the time limits for filing any motions or applications for extension of time  
19    pursuant to applicable law.

20    **5.     DESIGNATING PROTECTED MATERIAL**

21            5.1   Exercise of Restraint and Care in Designating Material for Protection.

22            Each Party or Non-Party that designates information or items for protection under this  
23    Order must take care to limit any such designation to specific material that qualifies  
24    under the appropriate standards. The Designating Party must designate for protection  
25    only those parts of material, documents, items, or oral or written communications that  
26    qualify so that other portions of the material, documents, items, or communications  
27    for which protection is not warranted are not swept unjustifiably within the ambit of  
28    this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations  
2 that are shown to be clearly unjustified or that have been made for an improper  
3 purpose (e.g., to unnecessarily encumber the case development process or to impose  
4 unnecessary expenses and burdens on other parties) may expose the Designating Party  
5 to sanctions.

6 If it comes to a Designating Party's attention that information or items that it  
7 designated for protection do not qualify for protection, that Designating Party must  
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in  
10 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
12 under this Order must be clearly so designated before the material is disclosed or  
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic  
16 documents, but excluding transcripts of depositions or other pretrial or trial  
17 proceedings), that the Producing Party affix, at a minimum, the legend  
18 "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY", to each  
19 page that contains protected material. If only a portion or portions of the material on  
20 a page qualifies for protection, the Producing Party also must clearly identify the  
21 protected portion(s) (e.g., by making appropriate markings in the margins).

22 A Party or Non-Party that makes original documents available for inspection  
23 need not designate them for protection until after the inspecting Party has indicated  
24 which documents it would like copied and produced. During the inspection and  
25 before the designation, all of the material made available for inspection shall be  
26 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents  
27 it wants copied and produced, the Producing Party must determine which documents,  
28 or portions thereof, qualify for protection under this Order. Then, before producing

1 the specified documents, the Producing Party must affix the “CONFIDENTIAL” or  
2 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” legend to each page that contains  
3 Protected Material. If only a portion or portions of the material on a page qualifies  
4 for protection, the Producing Party also must clearly identify the protected portion(s)  
5 (e.g., by making appropriate markings in the margins).

6 (b) for testimony given in depositions, testimony may be designated as  
7 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by  
8 indicating such designation on the record at the time the testimony is given or by  
9 sending written notice of how portions of the transcript of the testimony are  
10 designated within 30 days of receipt of the transcript of the testimony. If no indication  
11 is made on the record, all information disclosed during a deposition shall be deemed  
12 “CONFIDENTIAL” until the time within which it may be appropriately designated  
13 as provided for herein has passed.

14 (c) for information produced in some form other than documentary and  
15 for any other tangible items, that the Producing Party affix in a prominent place on  
16 the exterior of the container or containers in which the information is stored the legend  
17 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.” If only  
18 a portion or portions of the information warrants protection, the Producing Party, to  
19 the extent practicable, shall identify the protected portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
21 failure to designate qualified information or items does not, standing alone, waive the  
22 Designating Party’s right to secure protection under this Order for such material.  
23 Upon timely correction of a designation, the Receiving Party must make reasonable  
24 efforts to assure that the material is treated in accordance with the provisions of this  
25 Order.

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## 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1, et seq. Any discovery motion must strictly comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

6.3 Burden. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may



1 disclose any information or item designated “CONFIDENTIAL” or  
2 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
4 well as employees of said Outside Counsel of Record to whom it is reasonably  
5 necessary to disclose the information for this Action;

6 (b) the officers, directors, and employees (including House Counsel) of  
7 the Receiving Party to whom disclosure is reasonably necessary for this Action;  
8 except material designated “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” may  
9 be disclosed only to the Receiving Party’s House Counsel and their administrative  
10 staff to whom it is reasonably necessary to disclose the information in this Action;

11 (c) Experts (as defined in this Order) of the Receiving Party to whom  
12 disclosure is reasonably necessary for this Action and who have signed the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (d) the Court and its personnel;

15 (e) court reporters and their staff to whom disclosure is reasonably  
16 necessary for this Action;

17 (f) professional jury or trial consultants, mock jurors, and Professional  
18 Vendors to whom disclosure is reasonably necessary for this Action and who have  
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (g) the author or recipient of a document containing the information or  
21 a custodian or other person who otherwise possessed or knew the information;

22 (h) during their depositions, witnesses, and attorneys for witnesses, in  
23 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
24 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
25 will not be permitted to keep any confidential information unless they sign the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
27 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
28 deposition testimony or exhibits to depositions that reveal Protected Material may be

separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

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**9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court unless otherwise required by the law or court order. Absent a court order to the contrary, the Non-

1 Party shall bear the burden and expense of seeking protection in this Court of its  
2 Protected Material.

### 3 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
5 Protected Material to any person or in any circumstance not authorized under this  
6 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
7 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
8 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
9 persons to whom unauthorized disclosures were made of all the terms of this Order,  
10 and (d) request such person or persons to execute the “Acknowledgment and  
11 Agreement to Be Bound” that is attached hereto as Exhibit A.

### 12 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 13 **PROTECTED MATERIAL**

14 When a Producing Party gives notice to Receiving Parties that certain  
15 inadvertently produced material is subject to a claim of privilege or other protection,  
16 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
17 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
18 may be established in an e-discovery order that provides for production without prior  
19 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
20 parties reach an agreement on the effect of disclosure of a communication or  
21 information covered by the attorney-client privilege or work product protection, the  
22 parties may incorporate their agreement in the stipulated protective order submitted  
23 to the Court.

### 24 **12. MISCELLANEOUS**

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
26 person to seek its modification by the Court in the future.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
28 Protective Order, no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this  
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
3 ground to use in evidence of any of the material covered by this Protective Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any  
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
6 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
7 Protected Material at issue; good cause must be shown in the request to file under  
8 seal. If a Party's request to file Protected Material under seal is denied by the Court,  
9 then the Receiving Party may file the information in the public record unless  
10 otherwise instructed by the Court.

### 11 **13. FINAL DISPOSITION**

12 After the final disposition of this Action, as defined in paragraph 4, within 60  
13 days of a written request by the Designating Party, each Receiving Party must return  
14 all Protected Material to the Producing Party or destroy such material. As used in this  
15 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
16 summaries, and any other format reproducing or capturing any of the Protected  
17 Material. Whether the Protected Material is returned or destroyed, the Receiving  
18 Party must submit a written certification to the Producing Party (and, if not the same  
19 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
20 (by category, where appropriate) all the Protected Material that was returned or  
21 destroyed, and (2) affirms that the Receiving Party has not retained any copies,  
22 abstracts, compilations, summaries or any other format reproducing or capturing any  
23 of the Protected Material. Notwithstanding this provision, counsel are entitled to  
24 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
25 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
26 reports, attorney work product, and consultant and expert work product, even if such  
27 materials contain Protected Material. Any such archival copies that contain or  
28

1 constitute Protected Material remain subject to this Protective Order as set forth in  
2 Section 4 (DURATION).

3 **14. VIOLATION OF ORDER**

4 Any violation of this Order may be punished by any and all appropriate  
5 measures including, without limitation, contempt proceedings and/or monetary  
6 sanctions.

7  
8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9 Respectfully submitted,

10 Dated: May 7, 2024

11 JOSEPH T. MCNALLY  
First Assistant United States Attorney  
12 DAVID M. HARRIS  
Assistant United States Attorney  
Chief, Civil Division  
13 JOANNE S. OSINOFF  
Assistant United States Attorney  
14 Chief, Complex and Defensive Litigation Section

15 /s/ Joseph W. Tursi

16 SARAH QUIST  
JOSEPH W. TURSI  
17 Assistant United States Attorneys

18 Attorneys for Plaintiff  
UNITED STATES OF AMERICA

19 Dated: May 7, 2024

20 HUESTON HENNIGAN LLP

21 /s/ Brandon Marsh

22 John C. Hueston  
Douglas J. Dixon  
23 Brandon Marsh\*

24 Attorneys for Defendant  
Southern California Edison Company  
25  
26  
27  
28

1 Dated: May 7, 2024

CARLSON, CALLADINE &  
PETERSON LLP

2  
3 /s/ Colin C. Munro

David Bona  
Colin C. Munro\*

4  
5 Attorneys for Defendant  
Utility Tree Service, LLC

6  
7 \*Pursuant to Local Rule 5-4.3.4(2), the filer attests that all signatories listed, and on  
8 whose behalf the filing is submitted, concur in the filing's content and have  
9 authorized the filing.

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2  
3 DATED: 5/7/24

  
\_\_\_\_\_  
HON. A JOEL RICHLIN  
United States Magistrate Judge



EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ **[full name]**, of \_\_\_\_\_ **[full address]**, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ **[date]** in the case of United States of America v. Southern California Edison, et al., 2:23-cv-07254-FLA-AJR. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ **[full name]** of \_\_\_\_\_ **[full address, telephone number]** as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_